

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

THIS CHARTER entered into as of the _____ day of _____ 2021
by and between

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA,
a body corporate operating and existing under the Laws of the State of Florida

and

Florida High School for Accelerated Learning – Brevard, Inc.

a Florida Not For Profit Corporation

History:

Application Approval For 7-12 School: May 11, 2021

Initial Charter Approval: _____

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DEFINITIONS

Definitions: The following terms shall have the following meanings herein unless the context clearly requires otherwise:

Application shall mean the School's application for a 7-12 grade Charter (including amendments) as submitted to and approved by the Sponsor.

Governing Board shall mean the governing board or body of the School.

Charter, Charter Contract, or Contract shall mean this charter entered into between the School and the Sponsor.

County shall mean Brevard County, Florida.

District shall mean the school district for the County as referenced in Art. IX, Section 4, Florida Constitution.

FDOE shall mean the Florida Department of Education.

High-Stakes Review shall mean an in-depth sponsor review of important charter school performance data utilizing the agreed upon goals and objectives referenced in this Charter. This review differs from routine annual reports in terms of depth and comprehensiveness of the data reviewed.

School or Charter School shall mean Florida High School for Accelerated Learning - Brevard, Inc.

Sponsor shall mean the school board of the District as referenced in Art. IX, Section 4, Florida Constitution.

State shall mean the State of Florida.

Superintendent shall mean the superintendent of schools for the District as referenced in Art. IX, Section 4, Florida Constitution.

SECTION 1: GENERAL PROVISIONS

A. Application Status – Approved

The Application is approved by the Sponsor. A copy of the Application is attached hereto as Appendix 1 and constitutes a part of this Charter. In the event of any conflict between the Application and any other provision of this Charter, the Charter provision shall control.

B. Term of Charter

1. Effective Date

This Charter shall become effective on the date it is approved by both parties.

2. Term

The term of this Charter shall be 5 years commencing on July 1, 2022 and ending on June 30, 2027 unless terminated sooner as provided herein or extended pursuant to Section 1.B.3., herein. The term shall be automatically extended on a month-to-month basis until the Charter has been renewed, non-renewed, or terminated by the Sponsor. If the parties cannot reach agreement on the terms of a new contract, either party may request mediation from the FDOE, pursuant to section 1002.33(7)(b), Florida Statutes. If the Commissioner of Education determines that the dispute cannot be settled through mediation, the dispute may be appealed to an administrative law judge appointed by the Division of Administrative Hearings. The administrative law judge shall have powers pursuant to section 1002.33(7)(b), Florida Statutes, or any other applicable section of the law.

3. Start-Up Date

Pursuant to law, the School may defer the opening for up to three years to provide time for adequate facility planning. The School must provide written notice of such intent to the sponsor and the parents of enrolled students at least 30 calendar days before the first day of school. The written notice to the Sponsor shall indicate (1) the deferral status as provided by law, and (2) the first proposed day of the School. Additionally, in order to appropriately plan for the opening of schools and correctly project student enrollment for the upcoming school year, any School with an approved application or contract that indicates that they will defer opening will provide the Sponsor with a status report by March 1 of the year they were approved to open. This informational status report shall include a timeline that will include all key operational items and benchmarks. The applicant shall be required to continue to provide periodic status reports and make allowances for site visits, when applicable, during all deferral years as allowable by law. The first two planning year(s) will extend

the term of this Contract. Failure to open the School after all available deferral years is good cause for termination of this Charter. This contract may expire at the sole discretion of the Sponsor if the applicant does not open on: (1) the first day of school of the year indicated in this Charter, or (2) the first day of the school year indicated in the School's deferral notice, subject also to the facility documentation deadlines required in this Charter and law. The Sponsor shall provide notice of expiration to the School.

4. Deadline for Submission of Pre-Opening Checklist Items

The School cannot open absent submission of all required Pre-Opening documents as specified in Section 11 of this Charter. If the School cannot submit the required documents, or the documents are not acceptable to the Sponsor, the School may defer the opening of the school's operations for up to three years to provide time for adequate facility planning. No later than fifteen (15) days prior to the initial use of a facility by the School, the School shall have an approved Charter and provide evidence of all necessary permits, licensing, zoning, use approval, facility certification and other approvals required by the local government.

5. Charter Modification

This Charter may be modified during its initial term or any renewal term only upon approval of both parties. No such modification shall be enforceable unless it is in writing and approved by both the Governing Board and the Sponsor. If the modification involves changes to the grade levels, except as provided by law for high-performing charter schools, the School must provide information acceptable to the Sponsor relating to operational capacity, curriculum, budget, facilities, and staff, in writing, sixty (60) days prior to the beginning of the school year.

6. High Performing Charter School

The high-performing charter school shall notify the Sponsor in writing by March 1 if it tends to increase enrollment or expand grade levels the following school year. The written notice shall specify the amount of the enrollment increase and the grade levels that will be added, as applicable. If the modification involves changes to grade levels, the School must provide information acceptable to the Sponsor relating to curriculum, budget, facilities, and staff sixty (60) days prior to the beginning of the school year.

7. Charter Renewal

This Charter may be renewed as provided for in section 1002.33, or 1002.331, Florida Statutes. No later than September 15 in the final academic year of this charter, a Sponsor shall provide notice to the School regarding the process and timeline for completing the programmatic review required under section 1002.33(7)(c)1., Florida Statutes. Upon completion of the programmatic review,

but no later than 90 days prior to the end of the charter term, the Sponsor shall notify the governing board of the Charter School in writing of the proposed action to renew, terminate, or non-renew the charter, pursuant to section 1002.33(8)(a), Florida Statutes. The Sponsor may not require the School to waive the provisions of s. 1002.331, Florida Statutes, or require a student enrollment cap that prohibits a high-performing charter school from increasing enrollment in accordance with s. 1002.331(2), Florida Statutes, as a condition of approval or renewal of the Charter.

8. Periodic Review and Evaluation

The Sponsor shall annually evaluate the School on its performance and progress toward meeting the standards and targets included in this contract, including academic achievement goals. If the term of this contract exceeds five years, the Sponsor shall conduct a High-Stakes Review at least every five years and shall present the findings of the review to the governing board of the School.

9. School Calendar

- i. The School's calendar shall be consistent with the beginning of the Sponsor's school calendar unless mutually agreed to by the Parties.
- ii. The School shall provide instruction for at least the number of days and the minimum number of instructional minutes required by law for other public schools and may provide instruction for additional days in accordance with 1002.33(9)(m), Florida Statutes.
- iii. The School will notify the Sponsor if it intends to provide instructional days beyond the minimal number of days required by law.
- iv. The School will provide its school calendar to the Sponsor by June 1 of each year for the purpose of verifying instructional/seat time pursuant to Florida laws. The School will provide notice of any amendments to its school calendar to the Sponsor prior to two weeks before the start of school.
- v. The Sponsor reserves the right not to enter into separate agreements regarding the provision of food service, transportation, and other services if the School elects to implement an instructional calendar that differs from the Sponsor's instructional calendar.

C. Education Program and Curriculum

1. Material Changes

Any material changes to the education program and/or curriculum as described in the approved Application or Charter requires Sponsor approval.

2. Implementation

The School agrees to implement its educational and related programs as specified in the Application unless otherwise modified by this Charter, including the School's curriculum, the instructional methods, any distinctive instructional techniques to be used, and the identification and acquisition of appropriate technologies needed to improve educational and administrative performance, which include a means for promoting safe, ethical, and appropriate uses of technology which comply with legal and professional standards.

3. Reading Primary Focus

The School shall make reading a primary focus of the curriculum and provide sufficient resources to identify and provide specialized instruction for students who are reading below grade level. The reading curriculum and instructional strategies shall be consistent with Florida Standards and grounded in scientifically based reading research. Updates, revisions, and/or changes to the curriculum programs described in the Application and as requested by the Sponsor as a condition of the Application's approval are incorporated as part of the approved Application included as Appendix 1. Any request to change the School's curriculum must be submitted to the Sponsor in writing, comply with all applicable laws and be approved by the Sponsor before changes are implemented.

4. ELL Plan

The School shall adopt the District's plan for English Language Learners.

5. Baseline Standards of Achievement

The School will establish the current incoming baseline standard of student academic achievement, the outcomes to be achieved, and the method of measurement that will be used, as described in the approved Application or otherwise described in this Charter.

6. K-12 Reading Plan.

The School will be provided the opportunity to participate in the Sponsor's K-12 Comprehensive Research-Based Reading Plan (CRRP) but may opt to not participate pursuant with 6A-6.053. The School will submit annually to the Sponsor its intention to opt in/out of the CRRP. If the School chooses to participate in the plan it must: meet the requirements outline in the CRRP; however, it may meet these requirements through methods that differ from those requirements outlined in the Sponsor's plan; agree to implement the plan with fidelity; agree to be monitored by the Sponsor for fidelity to the plan. Notwithstanding the foregoing, the School will be provided a proportionate share of the research-based reading allocation received by the Sponsor in accordance with Section 1002.33(17), Florida Statutes. If applicable, the

School's adopted research-based core reading plan will be attached as an Appendix and incorporated to the Charter.

A. Renewal/Non-Renewal/ Termination

1. Non-Renewal/Termination of this Charter

The Sponsor shall make student academic achievement for all students the most important factor when determining whether to renew or terminate this Charter. The Sponsor may choose not to renew or terminate this Charter if it finds that any of the following grounds below exist by clear and convincing evidence, as set forth in section 1002.33(8), Florida Statutes.

- i. Failure to participate in Florida's education accountability system created in section 1008.31, Florida Statutes or School Improvement Rating (SIR) pursuant to section 1008.341, Florida Statutes, as required in this section, or failure to meet the requirements for student performance stated in the charter.
- ii. Failure to meet generally accepted standards of fiscal management.
- iii. Material violation of law.
- iv. Other good cause shown, which may include, but is not limited to, any of the following:
 - a. Failure to cure a material breach of any term or condition of this Charter after written notice of noncompliance;
 - b. Failure to implement a reading curriculum that is consistent with effective reading strategies grounded in scientifically based reading research if not timely cured after written notice;
 - c. Filing for voluntary bankruptcy, adjudication of bankruptcy or of insolvency, or other state of financial impairment by the School such that the School can no longer operate or is no longer financially viable;
 - d. Failure by the School to provide the District with access to records as required by law or this Charter;
 - e. Failure of the School to maintain minimum insurance coverage as described in this Charter if not timely cured after written notice;
 - f. Violation by the School of any court order pertaining to the operation of the School;
 - g. A criminal conviction upon matters involving the School against either the Governing Board, its members (collectively or individually), or the management company where the Board

- knew or should have known of the conduct underlying the conviction and failed to take corrective action;
- h. Failure by the School to timely submit to the District a financial corrective action plan or financial recovery plan and required supporting documents following a notification from the District, Auditor General, or FDOE, that such a plan is required;
 - i. Failure by the School to implement any financial corrective action plan or financial recovery plan approved by the Florida Commissioner of Education pursuant to section 218.503, Florida Statutes;
 - j. Failure to provide periodic progress reports as required by the financial recovery plan if not timely cured after written notice;
 - k. Perpetration of a material fraud upon the District or material intentional misrepresentation in the Application;
 - l. Failure to comply with background screening and other requirements set forth in section 1002.33, Florida Statutes;
 - m. Failure by the School to comply with all applicable laws, ordinances and codes of federal, state, and local governance including, without limitation, the Individuals with Disabilities Education Act (IDEA) and applicable laws relating to English Language Learners (ELL).
 - n. Failure to make sufficient progress in attaining the student achievement objectives of the Contract and a showing that it is not likely that such objectives can be achieved before the end of the Contract term;
 - o. Willfully or recklessly failing to manage public funds in accordance with the law;
 - p. Any action by the School that is detrimental to the health, safety, or welfare of its students that is not timely cured after written notice;
 - q. Failure to maintain the minimum number of governing board members, as stated in the School's Bylaws, for more than 30 days; or
 - r. Failure to obtain and maintain all necessary licenses, permits, zoning, use approval, facility certifications, and any other approval required by the local government or any other governmental authorities having jurisdiction at any time during the term of this Charter.

2. 90-Day Notice

The Sponsor shall notify the Governing Board in writing at least ninety (90) days prior to renewing, non-renewing, or terminating this Charter, following the procedures set forth in section 1002.33(8), Florida Statutes.

- i. If the Sponsor issues a notice of non-renewal or termination, the notice shall state in reasonable detail the grounds for the proposed action and stipulate that the Governing Board may, within 14 calendar days of receipt of the notice, request a hearing, which will be conducted in accordance with section 1002.33(8), Florida Statutes.
- ii. A request for a hearing must be authorized by a vote of the Governing Board and be submitted pursuant to the Notice provisions of this Contract.

3. Immediate Termination

The Sponsor may immediately terminate this charter pursuant to section 1002.33(8)(d), Florida Statutes.

- i. Upon receipt of notice of immediate termination from the Sponsor, the School shall immediately provide the Sponsor access to the School's facilities along with security system access codes and access codes for all School owned/leased computers, software, networking, switching and all other technical systems in the School's facilities or remotely located areas serving the School, and shall immediately make accessible all educational and administrative records of the School. Moreover, within two (2) business days, the School shall turn over to the Sponsor copies of all records and information regarding the accounts of all of the public funds held by the School. The Sponsor shall assume operation of the school throughout the pendency of the hearing as provided for in section 1002.33(8)(d), Florida Statutes, unless the continued operation of the School would materially threaten the health, safety, or welfare of the students. Failure by the Sponsor to assume and continue operation of the School shall result in the awarding of reasonable costs and attorney's fees to the School if the School prevails on appeal. If the School prevails in an appeal through a final adjudication and mandate by the appellate court, or by the final order of the School Board (if no appeal is filed), the Sponsor shall, immediately, return to School all keys, security codes, all educational and administrative records of the School, and the School's facility. In that case, the School's Governing Board shall resume operation and oversight of the School.
- ii. The School's instructional and operational employees may continue working in the School during the time that the Sponsor operates the School, at the Sponsor's option, but will not be considered employees of

the Sponsor. Any existing employment contracts that any School personnel may have with the School may not be assumed or transferred to the Sponsor or any entity created by the Sponsor during the assumption of operations of the School unless the Sponsor or its entity, and the School, agree otherwise. The Sponsor reserves the right to take any appropriate personnel action regarding the School's employees.

4. School Elects to Terminate/Non-Renew

If the School elects to terminate or non-renew the Charter, it shall provide reasonable prior notice of the election to the Sponsor indicating the final date of operation as voted by the Governing Board at a publicly noticed meeting. A board resolution signed by the School's Governing Board chair and secretary, indicating support of this action, shall accompany the written notification provided to the Sponsor. The School agrees that such notification shall be considered a voluntary termination by the Governing Board and a waiver of its right to a hearing or appeal.

5. Removal of Property in Termination/Non-Renewal

Upon notice of termination or non-renewal the School shall not remove any public property from the premises.

6. Funding in Termination/Non-Renewal

Upon initial notification of nonrenewal, closure or termination of the Charter, the School's expenditures shall be limited as set forth in section 1002.33(9)(o), Florida Statutes. The Sponsor is not required to use its own funding resources to operate the school.

B. Post Termination Provisions

1. School Debt

If this Charter is not renewed or is terminated, the School shall be responsible for all the debts of the School. The District shall not assume the debt from any contract for services including lease or rental agreements, made between the School and a third party, except for a debt previously detailed and agreed upon, in writing, by both the Sponsor and the Governing Board and that may not reasonably be assumed to have been satisfied by the Sponsor.

2. Lease Cancellation

In the event of termination or non-renewal of this charter, any and all leases existing between the District and the School shall be automatically cancelled, unless the lease provides otherwise. In no event shall the District be responsible under any assignment of a lease for any debts or obligations of the School incurred prior to such assignment.

3. Student Records

In the event of termination or non-renewal any students enrolled at the School may be enrolled at their home District school, or any another school, consistent with the District's student transfer procedures including transfer of all student records to the receiving school. All assets of the School purchased with public funds, including supplies, furniture, and equipment, will revert to full ownership of the Sponsor (subject to any lawful liens or encumbrances) or as otherwise provided by law. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the School, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the Sponsor's request, until any appeal is resolved. If the School's accounting records fail to clearly establish whether a particular asset was purchased with public funds, then it shall be presumed public funds were utilized and ownership of the asset shall automatically revert to the Sponsor.

4. Final Audit

Pursuant to section 1002.33, Florida Statutes, upon notice of non-renewal, closure, or termination, an independent audit shall be completed within 30 days to account for all public funds and assets. During the fiscal year in which the termination or non-renewal occurs, the Sponsor may withhold from the School's FEFP funds, without penalty or interest, an amount necessary to cover the costs for a final financial audit of the School. The audit shall be conducted by an independent certified public accountant.

C. General Statutory Requirements

1. Nondiscrimination

The School shall not discriminate in educational programs/activities or employment and shall provide equal opportunity for all as required by Federal, State and local law, rule, regulation, and court order.

2. Federal and State Laws

Additionally, the School shall comply with those statutes that specifically apply to charter schools as set forth in section 1002.33 generally, subsection 1002.33(16), and other applicable State laws. The School agrees that it will abide by all Federal and State laws, statutes, rules, and regulations applicable to charter schools and also abide by the terms and conditions of the Charter.

SECTION 2: ACADEMIC ACCOUNTABILITY

Student academic achievement for all students shall be the most important factor when considering whether to renew, non-renew, or terminate this Charter.

A. Annual Objectives

1. Academic Student Performance Data

By September 15 of each year (or by a date applicable to when state releases testing data) the Sponsor shall provide the School with academic student performance data on state required assessments for each student attending the School that was enrolled the prior year in another public school, pursuant to s. 1002.33(7)(a)3., Florida Statutes. The Sponsor may fulfill this requirement by providing the School access to the data or by providing the data in the same manner provided to other public schools in the District.

2. Student Academic Progress

By September 15 of each year (or by a date applicable to when state releases testing data) the Sponsor shall provide the School the rates of academic progress for the prior year for comparable student populations in the district school system. The Sponsor may fulfill this requirement by providing the School access to the data or by providing the data in the same manner provided to other public schools in the district. The data shall include proficiency and growth on state assessments for English Language Arts and Mathematics by grade grouping (grades 3-5, 6-8, 9-12) for the following student groups (or such other data groupings as established and provided by the FDOE, if different):

- i. Students scoring a level 1 on prior year assessment
- ii. Students scoring a level 2 on prior year assessment
- iii. Students scoring a level 3 or higher on prior year assessments
- iv. Students with disabilities
- v. English Language Learners

3. Academic Achievement Goals – First Year of this Contract

By October 15 of the first year of this Contract (or if the data is released later by the State, within a reasonable time thereafter), the School shall provide its proposed academic achievement goals for the grades being serviced in the current year to the Sponsor. The academic achievement goals shall include, at a minimum, growth and proficiency on state assessments, and may include performance on additional assessments included in the approved charter application. If the School will not serve students in grades that participate in the

statewide assessments the academic achievement goals shall be based on the assessments included in the approved application, and at least one assessment administered in traditional public schools in the District.

The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the proposed academic achievement goals it shall provide the School a written explanation.

- i. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. If the Sponsor does not provide written notification within 30 days of receipt, the goals shall be deemed accepted by the Sponsor.

4. Academic Achievement Goals – Remaining Years of Contract

Annually, by October 15th (or if the data is released later by the State, within a reasonable time thereafter) the School shall provide the Sponsor with its proposed academic achievement goals for the grades it will be serving in of the current year, using the same parameters and testing set forth in Section 2.A.3, above.

5. Sponsor Review of Goals

The Sponsor shall review the proposed academic achievement goals within 30 days of receipt. If the Sponsor does not accept the academic achievement goals it shall provide the School a written explanation. If the Sponsor does not respond within 30 days of receipt the academic achievement goals are deemed accepted. If the School and Sponsor cannot agree on academic achievement goals either party may request mediation pursuant to section 1002.33(6), Florida Statutes. The goals may be adjusted at any time upon mutual written consent of both parties.

6. School Reporting

Annually, the School shall report its performance against the academic goals. If the School falls short of the academic achievement goals set forth under the provisions of this contract the Sponsor shall report such shortcomings to the FDOE.

7. Amendments

The School and Sponsor may agree to adjust the goals through a contract amendment or addendum.

8. Methods of Measurement

The methods used to identify the educational strengths and needs of students are set forth in the approved Application.

9. School Improvement Plans

Annually, the School shall develop and submit a School Improvement Plan (SIP) to the Sponsor within the timelines specified by the Sponsor and/or the FLDOE. The School will provide the Sponsor a SIP that is based on the goals and objectives required by federal and state law and complies with the guidelines provided by the Sponsor. The SIP shall contain the School's measurable objectives for the subsequent school year. The School agrees to the baseline standard of achievement, the outcomes to be achieved, and the methods of measurement that have been mutually agreed upon in the SIP. The governing board of the School shall review and approve the SIP prior to its final submission. Minutes documenting SIP approval must be taken and posted. The School's governing board shall develop and monitor the implementation of the SIP.

If the School earns three (3) consecutive grades below "Maintaining" under the State's School Improvement Rating for Alternative Schools as outlined in Section 1008.341, Florida Statutes, the governing board shall choose and implement a School Improvement Plan as required by section 1002.33(9)(n), Florida Statutes and applicable State Board of Education Rules or applicable federal law.

The School may use the annual SIP to satisfy Sections 2A3 and/or 2A5 of this Charter if the SIP includes the outlined requirements and student groups.

B. Assessments

Students shall participate in assessment programs as described in the approved Application.

1. State Required Assessments

All students at the School will participate in all State assessment programs and assessments required by law. The School shall facilitate required alternate assessments and comply with state reporting procedures.

2. Additional Assessments

Students may participate in any or all District assessment programs in which the District students in comparable grades/schools participate and shall participate in any other assessments as described in the Application. The School shall be responsible for the costs of District assessments that are not required by law or this Charter, except those developed with federal funds or those developed using Florida's Item Bank and Test Platform

3. Student Accommodations

If an IEP, 504 Plan and/or an EP for a student indicates accommodations or an alternate assessment for participation in a State assessment, or District

assessment, as applicable, the School will facilitate the accommodations or alternate assessment and comply with State reporting procedures.

4. Assessment Administration

All School personnel involved with any aspect of the testing process must abide by State policies, procedures, and standards regarding test administration, test security, test audits, and reporting of test results. The Sponsor shall invite the School staff to District offered training related to State assessment administration and, as applicable, District Assessment administration, at no cost to the School. The Sponsor shall provide to the applicable School staff all services/support activities that are routinely provided to the Sponsor's staff regarding implementation of District and State-required assessment activities. The School shall designate a testing coordinator and shall be responsible for proper test administration. The School shall permit the Sponsor to monitor and/or proctor all aspects of the School's test administration if the Sponsor deems it necessary.

5. Reports

The District shall provide the School with reports on District and State assessments in the same manner and at the same time as for all public schools in the District.

6. Technology Infrastructure

The School shall, at its expense, provide adequate technological infrastructure to support all required online test administration.

7. Termination Based on School Grade or Rating

The Charter may be terminated if the School receives a state-designated grade of "F" or a School Improvement Rating of "Unsatisfactory" in (1) any two consecutive years, or (2) two of any three years and fails to choose and implement one of the corrective actions in Section 1002.33(9)(n)(2). The Charter may be non-renewed or terminated if the School fails to make adequate academic progress in accordance with state and federal laws. This provision does not preclude the Sponsor from terminating the Charter for failure to meet academic standards within the first or any subsequent school year. In addition to evaluating the School's success in achieving the objectives stated in the SIP and/or the School's goals and performance objectives, the School shall meet the state's student performance requirements in accordance with State Board of Education Rule 6A-1.099822, *School Improvement Rating for Alternative Schools*, and based on Section 1001.02, 1008.34, and 1008.341, F.S. This accountability criterion shall be based upon the assessment system of the School, the Sponsor, and the State.

8. Records and Grades Procedures

The School shall use records and grade procedures that adequately provide the information required by the State and Sponsor. The School may elect to use the same grading system as the Sponsor, at the School's expense, or the School may use an alternative grading and recording system, but the system must comply with the State's reporting guidelines. If the School chooses to use an application other than the system in use by the Sponsor, it will be responsible for data entry directly into the Sponsor's student information system for daily attendance and all required grades. Schools that use an alternative grade book system will be required to have a documented procedure in place for communicating attendance and grades to the data entry clerk for entry into the Sponsor's student information system, prior to the opening of schools. Schools that opt to use an alternative grade book system will be required to provide some form of prior year(s) electronic audit trail.

The School shall follow the Florida Department of Education's authorized course codes, as appropriate.

C. Student Promotion/Graduation

The School's student promotion policy shall be consistent with the provisions of the Application. The School will adopt the Sponsor's student progression plan.

The School's policy for determining that a student has satisfied the requirements for graduation shall be consistent with the provisions of the Application, and Florida Law.

Schools that serve students in grade 12 shall annually notify parents in writing the accreditation status of the school and the implications of non-accreditation, if applicable. The notification may be provided in the parent handbook.

D. Data Access and Use Pursuant to Statute

The School agrees to allow the District reasonable access to review its data sources in order to assist the District in making a valid determination about the degree to which student performance requirements, as stated in this Charter, have been met.

The School shall adopt student and employee computer and privacy policies and standards that comply with all applicable state and federal laws. The District agrees this may be accomplished by the School adopting the Sponsor's applicable policy. All charter school employees agree to be bound by all the Sponsor's computer policies and standards regarding data privacy and system security. As such, the School shall submit the Sponsor's Acceptable Use Agreement and/or subsequent agreements to the district when requested. The School shall not access any of the Sponsor's student information unless and until the student enrolls in the School. Violation of this provision constitutes good cause for termination.

SECTION 3: STUDENTS

A. Grades Served

The School is authorized to serve students in grades 7-12.

The School may provide enrollment preferences as allowed for in section 1002.33(10), Florida Statutes. Further, the School may limit the enrollment process to target specific student populations as set forth in section 1002.33(10)(e), Florida Statutes, or as described in the approved Application.

The School will accept all eligible students in accordance with federal and state anti-discrimination laws and in accordance with the Florida Educational Equity Act, section 1000.05(2)(a), Florida Statutes. The School will not discriminate on the basis of race, gender (including sexual orientation and gender identity), ethnicity, religion, national or ethnic origin or disability in the admission of students. The School may not request prior to enrollment, through the application or otherwise, information regarding the student's prior academic performance. Pursuant to section 1002.33(7), Florida Statutes, admission, or dismissal must not be based on a student's academic performance.

The School shall be non-sectarian in its programs, admissions policies, employment practices and operations. The School will meet all applicable federal, state, and local health, safety, and civil rights requirements. The School will comply with all applicable provisions of the Marjory Stoneman Douglas High School Public Safety Act, including the following:

1. Section 1006.12, relating to safe-school officers;
2. Section 1006.07(7), relating to threat assessment teams;
3. Section 1006.07(9), relating to School Environmental Safety Incident Reporting;
4. Section 1006.07(6)(c), relating to adopting an active assailant response plan;
5. Section 943.082(4)(b), relating to the mobile suspicious activity reporting tool;
6. Section 1012.584, relating to youth mental health awareness and assistance training.

B. **The School will not participate in its Sponsor's plan for the mental health assistance allocation. If the School develops its own plan, it must submit that plan to its Governing Board for approval. After the plan is approved by the Governing Board, it must be provided to the School's Sponsor.**Racial/Ethnic Balance

The School shall make reasonable efforts, in accordance with federal law, to achieve a racial/ethnic balance reflective of the community it serves or within the racial/ethnic range of other public schools in the District and shall not discriminate against students with disabilities who are served in Exceptional Student Education programs (ESE) and students who are served as English Language Learners (ELL).

If the District is operating under a federal order or other resolution or settlement agreement, the School shall comply with those requirements applicable to charter schools that are not considered a local education agency (LEA). The School is not required to

comply with federal requirements applicable to charter schools also considered to be an LEA.

C. Recruitment

The School will recruit throughout all segments of the community. This may include direct mailings, public advertisement utilizing the local and community press and informational meetings at a variety of locations using both English and other languages where appropriate.

D. Eligible Students

1. Student Applications

Each year, the School agrees to enroll an eligible student by accepting a timely application through deadlines as determined by the Governing Board and publicly advertised. If the target goal of students is not met by the deadline, and the school wishes to extend, the School will give sufficient public notice and extend the application deadline for a set time as determined and publicized by the governing board. If, at the 10-day count, the registered enrollment as reflected in the Sponsor's data system is less than 75% of the School's total projected enrollment as described in either the approved application for the first year or as determined under the provisions of Section 3.G. of this contract, the School shall, upon request by the Sponsor, submit a revised budget within 30 days taking into account the reduced enrollment. Failure to provide the revised budget may constitute good cause for termination.

2. Lottery

If the number of applications exceeds the capacity of the program, class, grade level, or building, all applicants shall have an equal chance of being admitted through a random selection process. The School may give preference in admission to students or limit the enrollment as provided for in section 1002.33(10), Florida Statutes. The School shall clearly indicate in its Policies and Procedures the lottery procedures, and any/all enrollment preferences the School will utilize.

3. Expelled Students

Students who are currently expelled by the Sponsor may not enroll in the School during the term of their expulsion.

4. Enrollment

Enrollment is subject to compliance with the provisions of section 1003.22, Florida Statutes, concerning school entry health examinations and immunizations.

5. Non-Renewal/Termination

If this Charter is not renewed or is terminated, a student who attended the School may be enrolled in another public school pursuant to Sponsor policies.

6. Withdraw

A student may withdraw from the School at any time and enroll in another public school, as determined by District policy. The School shall work in conjunction with the parent(s) and the receiving school to ensure that such transfers minimize impact on the student's grades and academic achievement.

7. Interscholastic Extracurricular Activity

Students at the School are eligible to participate in an interscholastic extracurricular activity at the public school to which the student would be otherwise assigned to attend pursuant to section 1006.15(3)(d) and 1002.20(18)(c), Florida Statutes.

E. Class Size

The School shall be in compliance with Florida Constitutional Class Size Requirements, as applicable to charter schools.

F. Projected Enrollment

No later than November 1 of each year, the School shall provide to the Sponsor the School's projected enrollment for the following school year. The projected enrollment shall not constitute a cap on the School's enrollment for the following school year.

G. Annual Enrollment

1. Annual Enrollment Capacity

The enrollment capacity shall be annually determined by the Governing Board in conjunction with the Sponsor based on the factors set forth in section 1002.33(10), Florida Statutes. The School shall provide to the Sponsor by March 1 of each year of this contract, the proposed enrollment capacity for the subsequent school year.

2. Final Enrollment Projection

No later than June 1 of each year, the School shall provide to the Sponsor the School's final enrollment projection for the upcoming school year. For purposes of this contract, final enrollment projection is not annual capacity, but is the School's projection for how many students will be enrolled when the school year begins as will serve as the basis for initial FEFP payments.

Disagreements between the Sponsor and the School relating to enrollment capacity will be resolved using the dispute resolution provisions in this Charter

and section 1002.33, Florida Statutes. The School shall not enroll students in excess of the physical capacity of the building, unless the School operates multiple sessions, in which case, the physical capacity of the School shall not be exceeded during any session.

The enrollment capacity of a School that is designated as High-Performing pursuant to section 1002.331, Florida Statutes, shall be determined by the governing board.

H. Maintenance of Student Records as Required by Statute

1. Record Confidentiality

The School shall maintain confidentiality of student records as required by federal and state law.

2. Student Active Records

The School shall maintain active records for current students in accordance with applicable Florida Statutes and State Board of Education rules.

3. Category A Records

All permanent (Category A) records of students leaving the School, whether by graduation, transfer to another public school, or withdrawal to attend another school, shall be transferred to the Sponsor in accordance with Florida Statutes. Records shall be transmitted to the Sponsor's records retention department.

4. Category B Records

Records of student progress (Category B) shall be transferred to the appropriate school if a student withdraws to attend another public school or any other school. The School may retain copies of the departing student's academic records created during the student's attendance at the School.

5. FERPA

Upon the withdrawal of a student from the School, the School shall retain the student's original records, except that such records shall be transferred within 10 business days to another District school when requested by that school. Requests for student records from public or private schools outside of the County and private schools within the County must be made in writing. Only copies of requested records may be provided. Copies only of student records may be provided to parents upon their request unless the student is considered an eligible student under FERPA. The School will retain the student's record for three (3) years after student withdrawal or until requested by another District public school in this County, whichever comes first. At the end of the third year, all inactive student records shall be returned to the Sponsor's records retention department.

6. Termination/Closure

Upon termination or closure of the School, all student education records and administrative records shall be transferred within 10 business days to the Sponsor's records retention office for processing and maintenance.

7. Record Retention

The School shall comply with all other public record retention requirements for non-student related records in a manner consistent with applicable Florida law. The School shall comply with Fla. Stat. Chapter 119 (the Public Records Act) and all other applicable statutes pertaining to public records.

8. Record Transfer

The Sponsor and School agree that all student records shall be provided within 10 business days to the Sponsor or School upon request and upon enrollment of students.

9. Disposition of Application/Lottery

The School shall maintain a record of all the students who apply to the School, whether or not they are eventually enrolled. The information shall be made available to the Sponsor upon written request. However, such requests may not be made until after the October survey period. The School shall maintain documentation of each enrollment lottery conducted. Such documentation shall provide sufficient detail to allow the Sponsor to verify that the random selection process utilized by the School was conducted in accordance with section 1002.33(10)(b), Florida Statutes. Records must be maintained in accordance with applicable record retention laws.

I. Exceptional Student Education.

Exceptional students shall be provided with programs implemented in accordance with applicable Federal, state, and local policies and procedures; and, specifically, the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973, sections 1000.05 and 1001.42(4) (1) of the Florida Statutes, and Chapter 6A-6 of the Florida Administrative Code. This includes, but is not limited to:

1. Non-Discrimination

A non-discriminatory policy regarding placement, assessment, identification, and selection.

2. FAPE

Free appropriate public education (FAPE).

3. Individual Educational Plans

Individual Educational Plans (IEPs), to include an annual IEP meeting with the student's family.

Students with disabilities will be educated in the least restrictive environment and will be segregated only if the nature and severity of the disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily.

Those students whose needs cannot be adequately addressed at the School, as determined by the IEP team, will be referred to an appropriate placement within the District. Parents of students with disabilities will be afforded procedural safeguards in their native language, consistent with the manner that those safeguards are provided in the District's traditional schools or using the District's materials. Unless the School is specifically for students with disabilities, the School shall not request through the School's application a student's IEP or other information regarding a student's special needs, nor shall the school access such information prior to the enrollment lottery.

Upon enrollment, or notice of acceptance sent to the student, the School may request from the District information related to the student's program and needs, including the student's most recent IEP, which shall be provided within 10 days. Similarly, upon a student's enrollment in another public school in the District and receipt of request for records, the School shall provide the records to the requesting school within 10 days. If the School believes, upon review of the IEP, that the student's needs cannot be met at the School an IEP meeting shall be convened within 30 days. The Sponsor shall be invited to and may attend the meeting, at which time the IEP team shall determine whether the School is an appropriate placement for the student.

A representative of the Sponsor shall be invited to participate in all IEP meetings and will serve as the LEA representative. The Sponsor retains the right to determine whether or not to send a representative to such meetings. However, if no representative of the Sponsor will attend an IEP meeting, the School must designate which individual or employment position at the School will serve as LEA representative. The Sponsor will provide such individual with training required to serve as LEA representative upon the request of the School.

4. Due Process Hearing:

- i. A student, parent, or guardian who indicates at an IEP, EP, or 504 meeting that they wish to file for a due process hearing or State Complaint pursuant to State law and rules shall be given the appropriate forms by the School. These forms shall also be provided upon request at any other time.
- ii. Due process hearing requests shall be forwarded to the Sponsor's ESE

Director and the District's General Counsel within one (1) school day of receipt.

- iii. The Sponsor will select and assign an attorney in consultation with the School. The School may also hire an attorney at its cost to consult and cooperate with the Sponsor. Final decisions on legal strategies shall be made by the Sponsor's attorney in consultation with the School.
- iv. In cooperation with the assigned attorney, the School is responsible for scheduling resolution and mediation meetings as required under State and Federal law.
- v. The Sponsor shall ensure that:
 - (a) The due process hearing is conducted pursuant to applicable State laws and rules;
 - (b) A final decision is reached; and
 - (c) A copy of the decision is mailed to the parties.
- vi. The School shall bear all the costs associated with the administrative due process hearing, legal representation, discovery, court reporter, and interpreter. In the event that the student, parents, or guardians prevail, either through a hearing or settlement, the School shall pay any and all attorneys' fees, reimbursements, compensatory education and any other costs incurred, agreed upon or awarded; however, the District shall assume and/or reimburse the costs of the defense attributable to, caused by or through the fault of the District, if any. Costs and fees incurred will be automatically reduced from the FTE funds passed through the Sponsor to the School, without any penalty of interest, although the School may request and the parties agree to a payment plan.

If the School receives a complaint filed or becomes aware of an investigation with the Office of Civil Rights or any other governmental entity and the complaint or investigation relates to the School and could involve the Sponsor, the School shall within one (1) school day notify the Sponsor and provide the Sponsor any documentation from the agency. The School shall fully cooperate with the Sponsor during the investigation and proceeding and provide the Sponsor any relevant information. The School shall bear all costs associated with the investigation. However, the Sponsor shall assume and/or reimburse the costs attributable to, caused by, or through the fault of the Sponsor, if any.

J. ESE Administrative Services

ESE administrative services covered by the administrative fee, pursuant to section 1002.33(20), Florida Statutes, includes professional development related to IEP development; access to any electronic IEP system or forms; initial evaluation for ESE placement and other supports and services as agreed to by the School and the Sponsor.

K. English for Speakers of Other Languages

Students at the School who are English Language Learners will be served by English to Speakers of Other Languages (ESOL) certified personnel who will follow the District's Plan for English Language Learners (ELLs). The School shall be invited to attend the District's ESOL Procedures Training(s) and shall comply with applicable rules and regulations.

L. Dismissal Policies and Procedures

The School shall implement the dismissal policies as described in the approved Application, described within this Contract, or subsequently submitted to and approved by the Sponsor. If the School materially revises the dismissal policies, it shall provide the Sponsor the revised policies within 30 days of adoption by the Governing Board. If the Sponsor determines that the revised dismissal policies violate applicable law it shall provide the School with written notice within 30 days. The School shall submit legally compliant dismissal policies within 30 days of receipt of the notice.

Upon the School's decision to implement dismissal, the School shall refer the student to the District for appropriate placement with the District. Dismissal procedures shall be clearly defined in writing and included in any Parent Contract, shared with students and parents annually and provided to the District no later than two weeks prior to the opening of school each year. In each instance where dismissal is initiated, the parents will receive written notice of the dismissal including the reasons for dismissal and a summary of the actions taken to assist the student prior to dismissal. The District shall be provided a copy of the dismissal notice on the same day as the parent. The School shall work in conjunction with the parent(s) and the receiving school to assure that, to the greatest extent possible, such dismissals occur at logical transition points in the school year (e.g. grading periods or semester break(s)) that minimize impact on the student grades and academic achievement.

The School may withdraw a student involuntarily for failure to maintain eligibility, such as District residency requirements, or for violation of the School's Student Conduct Code, which must also be compliant with IDEA, Section 504 of the Rehabilitation Act, and the American with Disabilities Act (ADA) for students with disabilities.

The School shall notify the Sponsor prior to the involuntary withdrawal of any student. The School may not withdraw a student involuntarily for poor academic performance or for a minor infraction of the School's Code of Conduct. If there is disciplinary action against a disabled student, the School shall not withdraw such student unless the behavior that led to the discipline was not manifestation of that student's disability, there has been a determination by an IEP team that the School is not the appropriate placement for the student, or as otherwise allowed or required by law. The School will ensure that no pressure, coercion, negotiation or other inappropriate inducement may be used to attempt to have parents/guardians withdraw students from the School. If the Sponsor determines that the School's dismissal of a student is in violation of this Charter or state and/or federal law, the School shall be required to work collaboratively with the Sponsor to facilitate the student's prompt reenrollment.

M. Student Code of Conduct, Suspension, and Expulsion

The School shall maintain a safe learning environment at all times. The School shall adopt a Code of Student Conduct as described in the approved Application. The School shall report each month to the Sponsor the number of violations of the Code, by offense, to be included in the District's discipline reporting, as required by law. The School agrees that it shall not engage in the corporal punishment of students. The School agrees to follow the Sponsor's guidelines and procedures regarding a recommendation for expulsion of a student, and students recommended for expulsion or placement in an alternative school shall be referred to the Sponsor for appropriate disposition. Students with disabilities shall be afforded a manifestation determination if required by the Individual with Disabilities Education Act.

If a student commits an expellable offense under the Sponsor's Code of Student Conduct, the School shall not withdraw the student from the School until the discipline procedures related to the recommended expulsion are completed.

N. School/Parent Contract

The School agrees to submit any proposed Parent Contracts, including amendments, to the Sponsor for review by March 1 annually, if materially revised. The Sponsor shall approve the proposed parent contract or reject it if it does not comply with applicable law, within 30 days of receipt. If the Sponsor rejects the proposed Parent Contract it shall provide its reasons for rejection in writing, detailing the legal insufficiency, and shall allow the School to resubmit a revised draft. The School shall submit the revised draft 30 days after receipt of the notice. If the School or Sponsor elects to resolve any dispute through the dispute resolution procedures, then the deadline for approving the parent contract will be extended through the conclusion of that dispute resolution process. The School may not accept monetary donations in lieu of volunteer hours.

SECTION 4: FINANCIAL ACCOUNTABILITY

A. Revenue/State and Local

1. Basis for Funding: Student Reporting

- i. School will report the daily attendance of each student to the District to meet District attendance reporting requirements, as required by law.
- ii. The School agrees to report its student enrollment to the District as provided in section 1011.62, Florida Statutes, and in accordance with the definitions in section 1011.61, Florida Statutes, at the agreed upon intervals and using the method used by the District when recording and reporting cost data by program. The District shall include the School's enrollment when recording and reporting cost data by program. The District shall include the School's enrollment in the District's report of

student enrollment. The School shall use the Sponsor's electronic data processing software system and procedures for the processing of student enrollment, attendance, FTE collection, assessment information, IEP's, ELL plans, 504 plans, and any other required individual student plan. The Sponsor will offer training to the School and invite the School to any subsequent training for District staff, in the use of such system and procedures at no cost to the School. A representative of the School shall attend such training. The Sponsor shall provide the School with equal access to the Sponsor's student information systems that are used by traditional public schools in the District.

- iii. The School will make provisions, at their expense, to ensure network communications between the parties. This will allow the School to access and use pertinent communication and data resources or student and business systems as required by Florida Statute. The School accepts responsibility and will purchase appropriate hardware and software to integrate with the Sponsor's network administration systems.
- iv. If the School submits data relevant to FTE, Federal, or grant funding that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the State, the United States Department of Education or the District for any errors or omissions in data that the School submitted provided that the District has timely sent notice to the School of alleged errors discovered through such audit(s) so that the School, on its own, or through the sponsor, at the School's expense may participate in any proceedings to challenge or appeal such audit findings. After final disposition of any appeals, the District shall deduct any such adjustments from the School's subsequent revenue disbursements evenly over the remaining months of the fiscal year or according to an agreed upon payment plan.
- v. The District agrees to fund the School for the students enrolled as if they are in a basic program or a special program in a District school in a manner fully consistent with Florida law. The basis of the funding shall be the sum of the District's operating funds from the Florida Education Finance Program (FEFP) as provided in section 1011.62, Florida Statutes, and the General Appropriations Act, including gross state and local funds, discretionary lottery funds and funds from the District's current operating discretionary millage levy, divided by the total funded weighted full-time equivalent students (WFTE) in the District; multiplied by the weighted full-time equivalent students for the School.
- vi. If the School's students or programs meet the eligibility criteria in law, the School shall be entitled to its proportionate share of categorical program funds included in the total funds available in the FEFP by the Legislature, including transportation, the research-based reading

allocation, and the Florida digital classrooms allocation and any other funds made part of the FEFP by the Florida Legislature.

- vii. Total funding for the School shall be recalculated during the year to reflect the revised calculations under the Florida Education Finance Program by the state and the actual weighted full-time equivalent students reported by the School during the full-time equivalent student survey periods designated by the Commissioner of Education.

2. Millage Levy or Sales Tax

The District shall provide additional funding to the School via any applicable capital outlay or operating millage levied by the Sponsor as required by law.

The School agrees that it will submit all reasonably required documentation related to the Sales Tax allocation as required by the Sponsor.

3. Fees to be Charged to the School by the Sponsor.

The Sponsor may charge the School an administrative fee in an amount not to exceed the maximum rate allowed under section 1002.33(20), Florida Statutes. Such fee shall be withheld ratably from the distributions of funds, defined in section 1002.33(17)(b), Florida Statutes, to be made to the School under this Charter. Such fee shall cover only those services provided by the Sponsor which are required to be covered under such statute. If the School requests services from the Sponsor beyond those provided for in statute, the Sponsor and the School will enter into a separate written agreement approved by both parties.

The Sponsor shall provide the distribution of funds reconciliation simultaneously with each revenue disbursement to the School including any administrative and other fees and charges withheld.

4. Distribution of Funds Schedule

- i. The Sponsor shall calculate and submit twelve (12) monthly payments to the account specified by the School. Each payment will be one-twelfth (1/12) of the funds described in Section 4.A.1., above, less the administrative fee set forth in Section 4.A.3, above. The first payment will be made by July 15 of the School's first year of operation. Subsequent payments will be made no later than the 15th of each month beginning with August 15. The Sponsor may not delay payment to the School of any portion of the funds provided in Section 4.A.1. based on the timing of receipt of local funds by the Sponsor.
- ii. For the first two years of this Contract, monthly payments will be calculated as follows:
 - a. July through October payment shall be based on the School's

- projected enrollment as described on the cover sheet of the approved application, if a minimum of 75 percent of the projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually entered in the Sponsor's Student Information System as of the first day of the current month.
- b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the Charter School for the remainder of the fiscal year.
 - c. Payments will be adjusted retroactively for prior period adjustments.
- iii. For new schools in the second and following years of the Contract, or for all existing Schools, monthly payments will be calculated as follows:
- a. July through October payment shall be based on the School's final projected enrollment as determined under the provisions of Section 3.G. of this contract, if a minimum of 75 percent of the final projected enrollment is entered into the Sponsor's Student Information System by the first day of the current month. Otherwise, the Sponsor shall fund the School based on the number of students actually registered as of the first day of the month.
 - b. Thereafter, the results of full-time equivalent student membership surveys shall be used in adjusting the amount of funds distributed monthly to the Charter School for the remainder of the fiscal year.
 - c. Payments will be adjusted retroactively for prior period adjustments.
- iv. Payment shall not be made, without penalty of interest, for students in excess of the School facility's valid capacity as determined by the School's Certificate of Occupancy, Certificate of Use, or Fire Permit or in excess of the annual enrollment capacity for the school year (whichever is less). In the event that the required county and/or municipality facility permits do not indicate a facility capacity, the School must submit a letter from the architect of record certifying the capacity of the facility.
- v. The Sponsor may withhold monthly payments, without penalty of interest, if the School's Certificate of Occupancy, Certificate of Use, or Fire Permit has expired or has otherwise become invalid. The School shall notify the Sponsor immediately if any of the aforementioned documents has expired or become invalid. The Sponsor shall release, in full, all funds withheld under this provision when the School has cured the deficiency.

Payments will not be withheld pending receipt of the School's Certificate of Occupancy, Certificate of Use, or Fire Permit for its initial location or any subsequent location, so long as the School has met applicable statutory deadlines for obtaining such approvals.

Additionally, funding for the School shall be adjusted during the year as follows:

- a. In the event of a state holdback or a proration, which reduces District funding, the School's funding will be reduced proportionately to the extent required by law.
 - b. In the event that the District exceeds the state cap for WFTE for Group 2 programs established by the Legislature resulting in unfunded WFTE for the District, then the School's funding shall be reduced to reflect its proportional share of any unfunded WFTE.
- vi. The Sponsor shall make every effort to ensure that the School receives timely and efficient reimbursement of funds. Other than those payments provided for in this Contract, for which other requirements for timely payments have been made, the payment shall be issued no later than ten (10) working days after the Sponsor receives a distribution of state or federal funds. If a warrant for payment is not issued within ten (10) working days after the receipt of funding by the Sponsor, or the due date set forth in this Charter, the Sponsor shall pay to the School, in addition to the amount of the scheduled disbursement, interest at a rate of one percent (1%) per month calculated on a daily basis on the unpaid balance from the expiration of the ten (10) day period until such time as the warrant is issued.

Payment shall be made to the account in a state approved depository specified and approved by the Governing Board at a public meeting. Nothing herein shall prevent the Governing Board from directing the deposit of payments with a trustee or other agent in connection with any financing or extension of credit.

Notwithstanding the foregoing, distribution of FTE funds may be withheld, upon written notice by the Sponsor, if any of the following required documents are more than thirty (30) day overdue:

- a. The school's monthly/quarterly financial statement as required by State Board of Education Rule 6A-1.0081, F.A.C.
- b. The School's annual financial audit as required by section 218.39, Florida Statute and this Contract.

The Sponsor shall release, in full, funds withheld under this provision within 10 days of receipt of the documents that resulted in the withholding of funds.

B. Federal Funding

Pursuant to section 1002.33(17)(d), Florida Statutes, the Sponsor shall include the School in all requests for federal funds for which the School, or its students, is eligible, including without limitations, Title I, Title II, and IDEA funds. The Sponsor will provide copies of federal fund grant requests to the School no later than the date they are submitted to FDOE or a federal agency, as applicable.

Pursuant to section 1002.33(17), Florida Statutes, unless otherwise mutually agreed to by the School and Sponsor, and consistent with state and federal rules and regulations governing the use and disbursement of federal funds, the Sponsor shall reimburse the charter school on a monthly basis for all invoices submitted by the charter school for federal funds available to the Sponsor for the benefit of the charter school, the charter school's students, and the charter school's students as public students in the school district. If the School elects to receive funds in lieu of services, the following provisions apply:

1. Projected Annual Allocation

The Sponsor shall provide to the School by August 15 of each year a projected annual allocation for all federal funds, as described above, that the School may draw as reimbursement for services provided. The projected annual allocation shall be based upon the School's final projected enrollment as provided for in 3.G. of this Contract.

2. School Plan

The School shall provide to the Sponsor a plan that describes how the funds will be used in accordance with applicable federal requirements as required by law. The plan must include sufficient detail to allow review of the plan for compliance with applicable federal regulations. The Sponsor shall have 30 days to review and approve the plan. If the Sponsor deems the plan unacceptable, the Sponsor shall provide the School with written notice detailing the deficiencies and provide an opportunity to cure.

3. Invoices

The School shall submit invoices by the 15 of each month to receive reimbursement for allowable expenses incurred during the prior month. The School shall maintain documentation of all expenditures in accordance with applicable law and provide to the Sponsor upon request. Expenditures shall be included in required monthly/quarterly financial statements.

4. Reimbursement

The Sponsor shall reimburse the school within 30 days of receipt of the invoice. If the Sponsor determines that the invoice is insufficient, it shall provide written notice to the School within ten (10) days of receipt.

5. Services

If the School and Sponsor mutually agree that the School will receive services funded through federal funds in lieu of the funds, such services will be provided to the School in the same manner as such services are provided to school district schools and to the students enrolled at school district schools.

6. Title I Funds

The per pupil allocation of Title I funds will be determined annually in accordance with federal and state Title I regulations by the District for that purpose. The allocation of Title I Funds shall be made in accordance with the Public Charter Extension Act of 1998 and all corresponding guidance and regulations and applicable Florida law.

7. Capital Outlay Purchased with Title I

Any capital outlay item purchased with Title I must be identified and labeled for Title I property audits. The property must be returned to the District if the School is no longer eligible for Title I funding.

8. Employees of Title I Schools

Should the School receive Title I funds it will employ highly qualified staff: teachers that are certified and teaching infield; Para-educators with two years of college, an AA degree, or that have passed an equivalent exam.

9. Parent Involvement Allocation for Title I Schools

If the School accepts Title I funds, the School will receive a separate parent involvement allocation that must be spent in support of parental involvement activities and the School will implement a parent involvement program subject to the provisions of Title I federal law, currently section 1118 of NCLB.

10. Support for Title I Schools

The District and regional Title I staff will provide technical assistance and support in order to ensure that Title I guidelines are being followed at the School and that students are meeting high content and performance standards.

11. Medicaid School Match Program Participation

Medicaid School Match Program Participation: Under the Medicaid Certified School Match Program, the School may be eligible to seek reimbursement for certain services provided to Medicaid-eligible students who qualify for services under the IDEA part B or C. In order to seek reimbursements, the School shall follow the procedures established by the Agency for Health Care Administration for Medicaid-reimbursable services to eligible students in the School.

C. Federal & State Grants

The School agrees to comply with the District's rules, policies and procedures for federal and state Grants Management for grants submitted through the District, which include, but are not limited to:

1. Facilitate
Working with the appropriate District staff to facilitate District's approval for all federal and state grant applications developed by the School for which the District will serve as fiscal agent.
2. Reporting
Submitting a grant application executive summary and grant description for each such grant processed and submitting an annual end-of-the-year Grant Final Report.
3. Public Charter School Program Grants
Ensuring that all grant indirect costs are appropriated, if allowed, to the District for applicable Federal Grants that are approved, monitored and/or disbursed by the Sponsor. For purposes of the Public Charter School Program Grant, authorized under Title V, Part B, of the Elementary and Secondary Education Act, no indirect costs may be appropriated to the Sponsor unless the School voluntarily agrees to such appropriation.

D. Charter School Capital Outlay Funds

1. Application
If the School meets the FDOE criteria for Charter School Capital Outlay Funds, the School must submit a Capital Outlay Plan pursuant to the process required by FDOE.
2. Distribution
Should the School receive a Capital Outlay allocation, the District shall distribute such funds to the School within 10 days of receipt of such funds from the FDOE.

E. Restriction on Charging Tuition

The School shall not charge tuition or fees, except those fees allowable by statute that are normally charged by other public schools in the District. If the School intends to charge fees, it shall submit its proposed fee schedule to the District for review no later than March 1 prior to the School Year in which the fees are intended to be charged, or within 30 days of contract execution for the initial school year. If the District believes that the proposed fee schedule does not meet the requirements of this subsection or applicable law, it will submit comments to the School and request additional information no later than thirty (30)

days following receipt of the proposed fee schedule. If the parties are unable to resolve such issues, the matter will be submitted for alternative dispute resolution as set forth herein and Florida law. Fees shall not be a barrier to enrollment.

F. Budget

1. Annual Budget

The School shall annually prepare an operating budget for the School. The budget shall be formally adopted by the Governing Board at a scheduled public meeting. The adopted budget shall be documented in the minutes of the meeting. The School shall provide to the Sponsor a copy of the approved budget and a copy of the minutes of the Governing Board meeting documenting adoption of the budget, no later than September 1, for the fiscal year.

2. Amended Budget

Any amendments to the adopted budget shall be approved by the Governing Board at a scheduled meeting thereof and a copy provided to the District within 10 business days of the meeting at which the budget was amended.

G. Financial Records, Reports and Monitoring

1. Maintenance of Financial Records

The School shall use the standard format contained in the Financial and Program Cost Accounting and Reporting for Florida Schools (The Red Book) for all financial transactions and maintenance of financial records.

2. Financial and Program Cost Accounting and Reporting for Florida Schools

The School agrees to do an annual cost accounting in a form and manner consistent with generally accepted governmental accounting standards in Florida. The financial statements are to be prepared in accordance with the provisions of section 1002.33(9), Florida Statute.

3. Financial Reports

i. Monthly Financial Reports

The School will submit a monthly financial statement pursuant to section 1002.33(9), Florida Statutes, and Rule 6A-1.0081, Florida Administrative Code, to the Sponsor no later than the last day of the month following the month being reported or in the case of a High-Performing charter school, financial reports shall be submitted quarterly as provided by Florida law. The monthly/quarterly report will be in the format prescribed by the FDOE.

The parties agree that the Sponsor may reasonably request, in accordance with section 1002.33(5)(b)1.j., Florida Statutes, documents on the School's financial operations beyond the monthly financial statement and the School shall provide in a reasonable timeframe.

ii. Annual Property Inventory

The School will submit annually to the Sponsor a property inventory of all capital assets or additions to capital assets purchased with public funds (including grant funds). This includes land or existing buildings, improvements to grounds, construction of buildings, additions to building, remodeling of buildings, initial equipment, new and replacement equipment, and software. This shall include furniture, fixtures, and equipment. The property inventory shall include the date of purchase, description of the item purchased, the cost of the item, and the item location. The property inventory shall be submitted to the sponsor annually at the same time School's Annual Audit is submitted.

iii. Program Cost Report

The School agrees to deliver to the Sponsor its annual cost report in a form and manner consistent with generally accepted governmental accounting standard in Florida, upon the designated August due date as set forth by the district.

iv. Annual Financial Audit

The School will annually obtain a financial audit, from a licensed Certified Public Accountant or Auditor, selected pursuant to section 218.391, Florida Statutes. The audit will be performed in accordance with Generally Accepted Auditing Standards; Governing Standards and the Rules of the Auditor General for the State of Florida. The School will provide six (6) copies of its annual financial audit (including any School responses to audit findings) to the Sponsor no later than September 30.

The Sponsor reserves the right to perform additional audits and investigations at its expense as part of the Sponsor's financial monitoring responsibilities as it deems necessary to ensure fiscal accountability and sound financial management.

No later than April 30 of each year, the School shall formally notify the Sponsor in writing the name, address and phone number of the auditor engaged to perform the year-end audit and documentation of the auditor's current peer review.

If the School ceases operation, the audited financial statements are due 30 days after the date of closure.

v. Form 990, if applicable

A Charter School shall organize as, or be operated by, a nonprofit organization. If the School has obtained federal tax exempt status as a 501(c)(3) organization, the School shall provide the Sponsor copies of any correspondence from the Internal Revenue Service (IRS) confirming the School's 501(c)(3) status and will provide to the Sponsor a copy of its annual Form 990 within 15 business days after filing it with the IRS. Notwithstanding anything set forth in this Contract, the Sponsor does not covenant to extend or pledge its own tax-exempt status in any way for the use and benefit of the School.

- vi. The School shall provide all required financial documents noted herein in a timely manner consistent with the terms of this Charter.

4. Fiscal Year

The School's Fiscal year shall be July 1 – June 30.

5. Financial Deficit Position

If the School's annual financial audit reveals a deficit financial position, the auditors are required to notify the School's Governing Board, the Sponsor and the FDOE in writing. The auditor shall report such findings in the form of an exit interview to the principal or the principal administrator of the School and the chair of the Governing Board within seven (7) business days after finding the deficit position.

6. Final Annual Audit

A final annual financial audit report shall be provided to the entire Governing Board, the Sponsor and the FDOE within fourteen (14) business days after the exit interview.

7. Section 1002.345, Florida Statutes

If the School experiences one of the financial conditions included in section 1002.345, Florida Statutes, it shall address such findings as required by law. Financial Recovery/Corrective Plan. If the School is found to be in a state of deteriorating financial condition or meets one or more of the conditions in Section 218.503, F.S., *Determination of Financial Emergency*, the School's governing board, with support from the Sponsor shall develop a corrective action plan in accordance with Florida Administrative Code 6A-1.0081, in a format prescribed by the Sponsor, and file the plan with the Commissioner of Education within 30 business days after notification is received in accordance with Section 1002.345, F.S. If the governing board and the Sponsor are unable to agree on a corrective action plan, the Commissioner of Education shall determine the components of the plan. The governing board shall implement the approved plan. Failure on the part of the School to propose a good faith corrective action plan shall constitute a material breach of this Charter and may

result in the Sponsor's withholding of subsequent payments to the School without penalty of interest until the breach is cured. The Sponsor may also terminate the Charter. As stated in Section 1002.345, F.S., the Sponsor may decide not to renew or may terminate a charter if the charter school or charter technical career center fails to correct the deficiencies noted in the corrective action plan within one (1) year after notification of the deficiencies or exhibits one or more financial emergency conditions as specified in Section 218.503, F.S., for two (2) consecutive years.

8. Additional Monitoring

The Sponsor reserves the right to perform additional audits and investigations at its expense, as part of the Sponsor's financial monitoring responsibilities, as it deems necessary. The School shall be responsible for reimbursement and/or recovery of any unauthorized or misappropriate funds.

H. Financial Management of School

1. Operational and Fiscal Management

The Governing Board shall be responsible for the operation and fiscal management of the School. The fiscal management of the School shall be conducted in a manner consistent with the provisions of the Application.

2. Adhere to Financial Requirements

The School shall adhere to any additional applicable financial requirements mandated by the State and/or Federal laws and regulations.

3. Sponsor Non Guarantees

Notwithstanding anything else herein to the contrary, the Sponsor shall not

- i. Guarantee payment for any purchases made by the School;
- ii. Guarantee payment for any debts incurred by the School;
- iii. Guarantee payment for any loans taken out by the School.
- iv. Lend its good faith and credit in order for the School to obtain a loan or other forms of credit.

The School shall not suggest or represent to third parties, including, but not limited to, lenders, vendors, creditors, other business entities or their representatives, governmental entities, or other individuals anything to the contrary of the immediately preceding sentences.

4. Letters of Credit

The School agrees to provide to the District, upon request, proof of sufficient funds or a letter of credit to assure prompt payment of operating expenses associated with the School, including but not limited to, the amount of any lease

payments, teacher and other staff salaries and benefits, transportation cost, etc. The parties stipulate that provision of a financially feasible, adopted budget, shall be sufficient for meeting this requirement.

5. Bank Information

The School shall provide all necessary information for the School's bank account where payments from the Sponsor will be deposited. The bank account must be in the same legal name of the School. The Sponsor shall not send payments to any entity other than the contracted entity in the contract, to a trust account, any account not held and completely controlled by the School, or to any account that is part of any financial arrangements or debt security.

I. Description of Operating Procedures

The School shall develop and implement sufficient internal operating procedures as described in the approved Application to ensure sound financial management.

SECTION 5: FACILITIES

A. Physical Address

The School shall be located at TBD. The School must provide to the Sponsor a copy of the lease agreement, use agreement, or ownership documents and certificate of occupancy or temporary certificate of occupancy, and health/fire inspections documenting compliance with all applicable codes no later than fifteen (15) days prior to the School's initial opening day of classes. The health/fire inspections will be provided annually thereafter. The School shall make facilities accessible to Sponsor for safety inspection purposes. A facility for students to utilize during the class day is a material requirement of this Contract. If the facility is sub-leased, the School shall provide, upon request, documentation verifying the owner of the facility has approved the School's use of the facility.

Any proposed change in location must be requested in writing to the Sponsor, and any new location must meet the same standards contained herein and applicable law. If the proposed location will not result in a substantial change to the student population or burden to the currently enrolled students and their families and does not alter the school's mission, approval shall not be unreasonably withheld. The School shall not change locations without prior written approval from the Sponsor, Superintendent, or Superintendent's designee.

Notwithstanding the aforementioned, in unforeseen circumstances or emergencies, if the facility is damaged or unable to safely house students/staff, the School must notify the Sponsor, immediately, and secure an alternative location to ensure no interruption in instruction. The alternative location shall be subject to all facility requirements indicated in this section and applicable law. If the circumstances result in limited interruption of

instruction the School shall ensure that the required number of instructional hours is provided.

B. Facility Requirements

The School shall use facilities that comply with the requirements in section 1002.33(18), Florida Statutes. The School shall provide the Sponsor with a list of the facilities to be used and their location. The School agrees to periodic health and safety inspections conducted by District safety staff.

C. School Dissolved/Terminated

In the event a charter school is dissolved or is otherwise terminated, all district school board property and improvements, furnishings, and equipment purchased with public funds shall automatically revert to full ownership by the district school board, subject to complete satisfaction of any lawful liens or encumbrances. Any unencumbered public funds from the charter school, district school board property and improvements, furnishings, and equipment purchased with public funds, or financial or other records pertaining to the charter school, in the possession of any person, entity, or holding company, other than the charter school, shall be held in trust upon the district school board's request, until any appeal status is resolved.

D. Conversion School

If the School is a Conversion School pursuant to section 1002.33, Florida Statutes, the Sponsor shall maintain the facilities as required by section 1002.33(18), Florida Statutes.

E. Display of Religious/Partisan Political Symbols

The School shall not display any religious or partisan political symbols, statues, or artifacts, on the property and facilities where the School will operate.

F. Facilities Shared by Charter School

If the School moves out of a facility that is shared with another charter school having a separate Master School Identification Number, the School must provide for an audit of all equipment, educational materials and supplies, curriculum materials, and other items purchased or developed with federal charter school grant funds, and such items must be transferred to the School's new location. The audit report must be submitted to the Sponsor within sixty (60) days after completion.

SECTION 6: TRANSPORTATION

A. Transportation

The School shall provide transportation to the School's students consistent with the requirements of Part I.E. of Chapter 1006, Florida Statutes, section 1012.45 and section 1002.33(20)(c), Florida Statutes. The School may provide transportation through an agreement or contract with the Sponsor, a private provider, public transportation passes, and/or parents.

B. Reasonable Distance

Reasonable Distance [for purposes of this contract]: The School and Sponsor shall cooperate in making arrangements that ensure that transportation is not a barrier to equal access for all students residing within 2-4 miles of the school.

C. District Transportation Services

The parties may agree for the District to provide transportation to and from the School. If such agreement is reached it shall be the subject of a separate contract. If agreement is reached with the Sponsor the School may utilize, at the School's expense, the District's transportation services for extracurricular events, field trips, and other activities on the same basis and terms as other District schools.

D. Transportation Safety Requirements

The School shall comply with all applicable transportation safety requirements. Should the School choose to implement its own transportation plan rather than contract with the District for transportation services, it shall submit a transportation plan to the District for review. The School shall provide the District the name of the private transportation provider and a copy of the signed contract no later than 10 business days prior to the use of the service.

E. FTE Funding for Transportation

If the School submits data relevant to FTE funding for transportation that is later determined through the audit procedure to be inaccurate, the School shall be responsible for any reimbursement to the Sponsor and/or State arising as a result of any errors or omissions, misrepresentations or inaccurate projections for which the School is responsible. Any transportation FTE adjustment, which is attributable to error or substantial non-compliance by the School, the Sponsor shall deduct such assessed amount from the next available payment otherwise due to the School, without penalty of interest. Any deficit incurred by the School shall be the sole fiscal responsibility of the School and the Sponsor shall have no liability for the same.

SECTION 7: FOOD SERVICES

To the extent the school offers food services, the School shall ensure that the program is consistent with applicable Florida Statutes. If the School elects to participate in the National School Lunch Program it shall follow all applicable federal rules and regulations.

SECTION 8: INSURANCE & INDEMNIFICATION

A. Proof of Insurance

The School agrees to provide the following proof of insurance:

1. Errors and Omissions

Errors and Omissions coverage to include prior acts, sexual harassment, civil rights and employment discrimination, breach of contract, insured versus insured, consultants and independent contractors and with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00. The insurance shall be subject to a maximum deductible not to exceed \$25,000 per claim. If the insurance is on a claims-made basis, the School shall maintain, without interruption, the Professional Liability Insurance until three (3) years after termination of this Contract;

2. General Liability

General liability coverage written on an occurrence form with minimum policy limits of \$1,000,000.00 per occurrence and an aggregate limit of \$2,000,000.00, with a deductible of \$25,000.00;

3. Automobile Coverage

If the School owns or uses school vehicles to transport students and/or staff, automobile coverage with the same limits as general liability.

B. Property Insurance – Building and Contents

Property insurance shall be secured for buildings and contents. Property Insurance coverage for the “Building” includes the structure, including permanently installed fixtures, machinery and equipment, outdoor fixtures, and personal property to service the premises. If the Building is under construction, the School shall provide evidence of property insurance for the additions under construction and alterations, repairs, including materials, equipment, supplies, and temporary structures within 100 feet of the premises.

If the School leases the site location, then the School shall provide on a form acceptable to the Sponsor evidence of business personal property insurance, to include furniture, fixtures, equipment, and machinery used in the School.

C. Property Insurance – Personal and District Owned Property

The School further agrees to secure and maintain property insurance for the School's personal property, and to insure all of the District's owned property, if any, to be used by the School to its full fair market value with the Sponsor named as loss payee. The insurance must be sufficient to provide for replacement of property.

D. Workers Compensation

The School agrees to provide adequate Workers' Compensation insurance coverage as required by Chapter 440, Florida Statutes.

E. Fidelity Bond/Crime Insurance Coverage

The school shall purchase Employees Dishonesty/Crime Insurance for all Governing Board members and employees, including Faithful Performance of duty coverage for the School's administrators/principal and Governing Board with an insurance carrier authorized to do business in the State of Florida and coverage shall be in the amount of no less than one million (\$1,000,000) dollars per loss/two million (\$2,000,000) dollars annual aggregate, with a deductible of \$25,000.00. In lieu of Employee Dishonesty/Crime Insurance, Sponsor is willing to accept Fidelity Bond coverage of equal coverage amount.

F. Submit to Sponsor

No later than 30 days prior to the opening of school, the School shall furnish the Sponsor with fully completed certificates of all insurance policies, signed by an authorized representative of the insurer(s) confirming the coverage begins by July 1. The certificates shall be issued to the Sponsor and name the Sponsor as an additional insured. Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the School Board evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided. Should any of the above-described policies (A-E) be cancelled before the expiration date, written notice to the Sponsor shall be delivered in accordance with the policy provisions or within 10 days of cancellation, whichever is sooner.

G. Failure to Secure/Maintain Insurance

Failure to secure and continuously maintain all insurance listed in items A-E without cure after written notice above may constitute grounds for termination of this charter.

H. Indemnify and Hold Harmless

The School agrees to indemnify and hold harmless the Sponsor, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the School's members, officers, or employees or other agents in connection with and arising out of any services within the scope of this Charter; (b) the School's

material breach of this Charter or law; (c) any failure by the School to pay its suppliers or any subcontractors. In addition, the School shall indemnify, protect and hold the District harmless against all claims and actions brought against the District by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the School, except when Sponsor supplied, or required School to use that material, process, machine, or appliance, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter. The School shall not indemnify Sponsor for intentional or negligent conduct of Sponsor, or any other cause of action caused by or through the fault of the Sponsor.

I. Applicable to All Coverages the School Procures

1. Other Coverage

The insurance provided by the School shall apply on a primary basis and any other insurance or self-insurance maintained by the Sponsor or its members, officers, employees, or agents, shall be in excess of the insurance provided by or on behalf of the School.

2. Deductibles/Retention

Except as otherwise specified, the insurance maintained by the School shall apply on a first-dollar basis without application of deductible or self-insurance retention.

3. Liability and Remedies

Compliance with the insurance requirements of this Contract shall not limit the liability of the School, its subcontractors, its sub-subcontractors, its employees or its agents to the Sponsor or others. Any remedy provided to the Sponsor or its members, officers, employees, or agents by the insurance shall be in addition to and not in lieu of any other remedy available under the Contract or otherwise.

4. Subcontractors

The School shall require its subcontractors and its sub-subcontractors to maintain any and all insurance required by law.

5. Waiver of Subrogation

All policies will be endorsed for waiver of subrogation in favor of the Sponsor.

6. Defense Outside the Limits

Whenever possible, coverage for School Leader's Errors and Omission and Sexual Abuse Liability policies should be written with "Defense Costs

outside the limits”. This term ensures that limits are available to pay claims rather having attorney’s fees erode the available claim dollars.

J. Indemnification

The Sponsor agrees to indemnify and hold harmless the School, its members, officers, employees and agents, harmless from any and all claims, actions, costs, expenses, damages, and liabilities, including reasonable attorney’s fees, arising out of, connected with or resulting from: (a) the negligence, intentional wrongful act, misconduct or culpability of the Sponsor’s members, officers, employees, or other agents in connection with and arising out of any services within the scope of this Charter; or (b) the Sponsor’s material breach of this Charter or law. In addition, the Sponsor shall indemnify, protect and hold the School harmless against all claims and actions brought against the School by reason of any actual or alleged infringement of patent or other proprietary rights in any material, process, machine or appliance used by the Sponsor or required by the Sponsor to be used by the School, and any claims or actions related to violation of any state or Federal statutes or regulations including those referenced in this Charter.

K. Sovereign Immunity

Notwithstanding anything to the contrary contained herein, through such indemnification set forth in Sections 8(H) and 8(J) above, neither the District nor the School waive sovereign immunity to the extent sovereign immunity is available or beyond the limited waiver of sovereign immunity set forth in Section 768.28, Florida Statutes. In the event of any claims described in Sections 8(H) and 8(J) above, the School and Sponsor shall notify one another of any such claim promptly upon receipt of same. The School and Sponsor shall each have the option to defend such claims with their own counsel at the expense of the other party. If the Sponsor or School choose to not hire their own counsel to defend, the other party shall assume the defense of any such claim and have authority in the defense thereof. The parties' obligation to indemnify one another shall survive the termination of this Charter.

L. Notification of Third-Party Claim, Demand, or Other Action

The School and Sponsor shall notify each other of the existence of any third-party claim, demand or other action giving rise to a claim for indemnification under this provision (a “third-party claim”) and shall give each other a reasonable opportunity to defend the same at its own expense and with its own counsel, provided that the Sponsor shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the School or Sponsor fails to undertake to defend, the other party shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account. The School or the Sponsor shall make available to each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

M. Notice of Claims

1. Time to Submit

The School shall provide the Sponsor with proof of insurance pursuant to Section 8(F) of this Contract.

2. Notice of Cancellation

The evidence of insurance shall provide that the Sponsor be given no less than sixty (60) days written notice prior to cancellation.

3. Renewal/Replacement

Until such time as the insurance is no longer required to be maintained by the School, the School shall provide the Sponsor with evidence of the renewal or replacement of the insurance no less than thirty (30) days before expiration or termination of the required insurance for which evidence was provided.

SECTION 9: GOVERNANCE

A. Governance of School

Governance of the School will be in accordance with the Bylaws or other organizational documents of the School and as described in the Application. The School shall provide the Sponsor with copies of these documents if/when materially changed. The general direction and management of the affairs of the School shall be vested in the Governing Board with a minimum of 3 members. A majority of the voting members of the Governing Board shall constitute a quorum. Such attendance may be achieved through means of communication media technology used in accordance with rules adopted by the Administration Commission under Florida Statute Section 120.54(5) or otherwise provided by law. The Governing Board's primary role will be to set policy, provide financial oversight, annually adopt and maintain an operating budget, exercise continuing oversight over the School's operations, and communicate the vision of the School to community members. It shall be the duty of the Governing Board to keep a complete record of all its actions and corporate affairs and supervise all officers and agents of the School and to see that their duties are properly performed. Annually, the School shall provide the Sponsor the names and contract information of all governing board members if materially changed.

The Governing Board must appoint a representative to facilitate parental involvement, provide access to information, assist parents and others with questions and concerns, and resolve disputes. The representative must reside in the school district in which the charter school is located and may be a Governing Board member, charter school employee, or individual contracted to represent the governing board. If the Governing Board oversees multiple charter schools in the same school district, the Governing Board must appoint a separate individual representative for each charter school in the district. The representative's contact information must be provided annually, in writing, to parents and

the Sponsor, and posted prominently on the charter school's website.

All meetings and communications involving members of the Governing Board shall be held in compliance with Florida's Sunshine Law.

The Board shall have at least four (4) public meetings per school year. All Board meetings shall be within Brevard County. By August 15 annually, the School shall provide the Sponsor the annual schedule of governing board meetings. The School shall provide reasonable notice to the Sponsor of any changes or cancellation of scheduled meetings. The meetings must be noticed, open, and accessible to the public, and attendees must be provided an opportunity to receive information and provide input regarding the charter school's operations. The appointed representative and charter school principal or director, or his or her equivalent, must be physically present at each meeting. The School will provide the Sponsor with copies of the approved meeting minutes.

All members of the Governing Board will be required to attend Governance training and refresher courses as required by section 1002.33, Florida Statute, and Rule 6A-6.0784, Florida Administrative Code.

The Governing Board will serve as the sole responsible fiscal agent for setting the policies guiding finance and operation. School policies are decided by the Governing Board, and the Principal ensures that those policies are implemented.

The School will be a private employer and will not participate in the Florida Retirement System.

B. Nonprofit Organization

The School shall be organized as a Florida nonprofit organization.

C. Oversight

The Bylaws or other organizational documents of the School shall establish the procedures by which members of the Governing Board are appointed and removed and the election of officers. The Governing Board will develop and implement policies regarding educational philosophy, program, and financial procedures. The Governing Board will oversee assessment and accountability procedures to assure that the School's student performance standards are met or exceeded.

1. Accountability

The Governing Board shall exercise continuing oversight over Charter School operations and will be held accountable to its students, parents/guardians, and the community at large, through a continuous cycle of planning, evaluation, and reporting as set forth in section 1002.33, Florida Statutes.

2. Policy Decision Making

The Governing Board will be responsible for the over-all policy decision making of the School, including the annual approval of the budget.

3. Fingerprinting

Upon nomination and prior to appointment to the Governing Board, a member shall be fingerprinted pursuant to section 1002.33(12)(g), Florida Statutes. The cost of the fingerprinting is the responsibility of the School or Governing Board member. Prospective Governing Board members whose fingerprint check results warrant disqualification under the Statute shall not be appointed to the board.

4. Certified Public Accountant

The Governing Board shall ensure that the School has retained the services of a certified public accountant or auditor for the annual financial audit, pursuant to section 1002.345(2), Florida Statutes, who shall submit the report to the Governing Board.

5. Audit Report

The Governing Board shall review and approve the audit report, including any audit findings and recommendations for the financial recovery plan.

6. Duties

The Governing Board shall perform the duties set forth in section 1002.345, Florida Statutes, including monitoring any financial corrective action plan or financial recovery plan.

7. Compensation

No member of the Governing Board or their immediate family will receive compensation, directly or indirectly from the School or the School's operations. No School or management company employee, or his/her spouse, shall be a member of the Governing Board. Violation of this provision or any violation of sections 112.313(2),(3),(7) and (12) and section 112.3143, Florida Statutes, by a member of the Board, shall constitute a material breach of this Charter. The School will submit to the Sponsor the state approved Disclosure Form (as found in the state model application) for all new governing board members and any new School employee who has equivalent decision-making authority in order to provide the disclosure required by s. 1002.33(7)(a)(18), Florida Statutes.

8. Changes to Governing Board

Any change in Governing Board membership must be reported to Sponsor in writing within 5 business days of the change.

D. Access to Facility and Records

The School shall allow reasonable access to its facilities and records to duly authorized representatives of the Sponsor. Conversely, the Sponsor shall allow reasonable access to its records to duly authorized representatives of the School to the extent allowable by law.

To the extent the School is provided access to Sponsor's data systems, all School employees and students will be bound by Sponsor's computer policies and standards regarding data privacy and system security.

E. Management Organization/ESP

If an organization (management organization), including but not limited to: 1) a management company, 2) an educational service provider, or 3) a parent organization, will be managing or providing significant services to the School, the contract for services between the management organization and the Governing Board shall be provided to the Sponsor and attached as an Appendix to this Charter. Any contract between the management organization and the School must ensure that:

1. Employees of Management Company

Members of the Governing Board or their spouses will not be employees of the management organization, nor should they be compensated for their service on the Board or selected to serve on the Board by the management organization.

2. Independent of Management Company

The Governing Board retains the right to hire an independent attorney, accountant, and audit firm representing and working for, or on behalf of, the School. Notwithstanding, the Governing Board and the management organization may contract for such services as determined by the management agreement and as otherwise allowed by law. The Governing Board shall use an audit firm that is independent from the management organization for the purposes of completing the annual financial audit required under section 218.39, Florida Statutes.

3. Contract

The contract will clearly define each party's rights and responsibilities including specific services provided by the management organization and the fees for those services and specifies reasonable and feasible terms under which either party may terminate the contract.

4. Equipment/Furnishings

All equipment and furnishings that are purchased with public funds will be the property of the School, not the management organization and any fund balance remaining at the end of each fiscal year will belong to the School, not the management organization.

5. Loans

All loans from the management organization to the School, such as facility loans or loans for cash flow, will be appropriately documented and will be repaid at a rate no higher than market rates at the time of the loan.

6. Copy of Contract to District

A copy of any material changes to the contract between the management organization and the Governing Board shall be submitted to the District within five (5) days of execution. The Sponsor shall have 30 days to review the material changes. If the changes violate the terms of this Contract or applicable law the Sponsor shall provide written notice to the School which shall include a description of the violations. The School may address the concerns or initiate the dispute resolution process included in this Charter.

7. Compliance

The management organization will perform its duties in compliance with this Charter.

F. Default or Breach of Charter

Any default or breach of the terms of this Charter by the management company shall constitute a default or breach under the terms of this Charter by the School unless the School cures such breach after written notice.

SECTION 10: HUMAN RESOURCES

A. Personnel

The School shall select its own personnel.

B. Nonsectarian Practices

The School's employment practices shall be nonsectarian.

C. Teacher Certification

The teachers employed by or under contract to the School shall be certified as required by Chapter 1012.

D. Professional Development

Employees of the School may participate in professional development activities offered by the Sponsor. Any costs associated with professional development for which there is an additional fee, and for which no Federal funding has been provided for such purposes to the Sponsor, will be the responsibility of the School or individual School employee.

E. Certification/Licensure Suspended/Revoked

The School may not knowingly employ an individual to provide instructional services or to serve as a teacher's aide if the individual's certification or licensure as an educator is suspended or revoked by this or any other state.

F. Disclosure

This Contract makes the following full disclosure of the identity of all relatives employed by the School who are related to the School owner, president, chairperson of the governing board of directors, superintendent, governing board member, principal, assistant principal, or any other person employed by the School who has equivalent decision-making authority per Fla. Stat. § 1002.33(7) (a) (18):

NONE

If the relative is employed after execution of this Contract, the School shall disclose to the District, within 10 business days, the employment of any person who is a relative as defined in section 1002.33(7)(a)18., Florida Statutes.

The School shall comply with the restriction on employment of relatives, provisions included in section 1002.33(24), Florida Statutes.

G. Hiring

The School may not knowingly employ an individual who has resigned from a school or school district in lieu of disciplinary action with respect to child welfare or safety or who has been dismissed for just cause by any school or school district with respect to child welfare or safety or who is under current suspension from any school or school district.

H. Disclosure of Teacher Qualifications

The School shall disclose to the parents and the Sponsor the qualifications of its teachers (including out-of-field information) in the manner required by law. The School shall provide to the Sponsor, prior to the opening day of school, the qualifications and assignments of all staff members using the Sponsor's designated database. Teaching assignments must match the State's course code directory numbers. Changes will be provided to the Sponsor within 3 workdays of hiring, granting leaves of absence, and/or terminating teachers and staff. The School agrees to verify the accuracy of its employee database monthly.

I. Background Screening

The School shall implement policies and procedures for background screening of all prospective employees, volunteers, and mentors.

J. Fingerprinting

The School shall require all employees and the members of the Governing Board to be fingerprinted by an authorized law enforcement agency or an employee of the School or Sponsor who is trained to take fingerprints, pursuant to section 1002.33(12), Florida Statutes. The cost of fingerprinting shall be borne by the School or the individual being fingerprinted. The results of all such background investigations and fingerprinting will be reported in writing to the Superintendent of Schools or his/her designee. No School employee or member of the Governing Board may be on campus with students until his/her

fingerprints are processed and cleared. The School shall ensure that it complies with all fingerprinting and background check requirements, including those relating to vendors, pursuant to, sections 1012.32, 1012.465, 1012.467, and 1012.468, Florida Statutes, and shall follow Sponsor's policy with regard to the fingerprinting and background check requirements of volunteers. The School shall notify the District's Human Resource Department when a staff member is no longer employed at the School.

The School shall require all employees and Board members to self-report within 48 hours to appropriate authorities any arrest and final disposition of such arrest other than minor traffic violations. The School shall then take appropriate action relating to the employment of that individual.

K. Anti-Discrimination Provisions

The School shall not violate the anti-discrimination provisions of section 1000.05, Florida Statutes, and the Florida Education Equity Act.

SECTION 11: REQUIRED REPORTS/DOCUMENTS

The School shall agree to use the identified document management system for the required reports/documents as set forth by the Sponsor, consistent with this Contract and federal/state laws. Any dispute regarding the document management system that cannot be rectified between the parties may be resolved pursuant to section 1002.33(6)(h), Florida Statute.

A. Pre-Opening

1. Policies and Procedures Manual
2. List of members of the Governing Board and Principal, including current contact information.
3. Facility [zoning, certificate of occupancy, fire inspection, health inspection, etc.]
4. Other
 - a. Current lease or ownership documents
 - b. Copy of current insurance certificates or policies for all types of insurance required by the Charter
 - c. Enter current staff member information including certifications and teaching assignments for teachers and other data required by the FDOE
 - d. Documentation of fingerprinting of all staff and Governing Board members
 - e. Student Code of Conduct
 - f. Updated list of currently registered students

- g. Contract for transportation rates and services or transportation plan, if applicable.
 - h. Letter specifying that the School will adopt/not adopt the district reading plan
 - i. Tentative dates and times of the meetings of the Governing Board for the first year
 - j. Crisis Response Plan
 - k. Dismissal policies and procedures
 - l. School's parental contract, if applicable
5. Other Pre-Opening documents/information outlined in this Contract.

B. Monthly

- 1. Financial Reports, per State Board of Education Rule (quarterly if School is designated High-Performing pursuant to section 1002.331, Florida Statute.)
- 2. Attestations of School Staff (AS400 Staff Database)

C. Quarterly

- 1. Published Governing Board meeting approved minutes

D. Annual

- 1. Annual Student Achievement Report
- 2. Annual Florida Department of Education Accountability Report, to be filed with FDOE
- 3. Annual Financial Audit
- 4. Engagement Letter of Certified Public Accountant to Conduct Financial Audit
- 5. Program Cost Report
- 6. Approved Budget
- 7. Annual Inventory Report [capital purchases with public funds]
- 8. Policies and Procedures of the School [if materially revised]
- 9. School Based Student Code of Conduct [if materially revised]
- 10. Dismissal Policies and Procedures [if materially revised]
- 11. Crisis Response Plan [if materially revised]
- 12. Health Inspections
- 13. Employee Handbook [if materially revised]

14. Current List of members of the Governing Board, Parent Representative and Principal, including current contract information [if materially revised]
15. School's Parental Contract [if materially revised]
16. Projected Enrollment [for subsequent school year]
17. Capacity [for subsequent school year]
18. School Calendar [for subsequent school year] if different than the District
19. Certificate of Occupancy (if changes or newly issued)
20. Evidence of Insurance
21. Management Organization Agreement [if materially revised]
22. Student Progression Plan [if materially revised]
23. Disposition of Student Records
24. Facility [zoning, certificate of occupancy, fire inspection, health inspection, etc.] (if reissued or materially revised)
25. Federal Impact Forms
26. Crisis Response Plan (if materially revised)
27. School Improvement Plan (SIP)
28. Grants and Special Funding Documentation
29. Other documents/information outlined in this Contract or required by law

E. Additional Requests

The Sponsor may request additional reports if the request is provided in writing and provides reasonable and specific justification.

F. Third Parties

In connection with its oversight responsibilities, the District may provide information, upon request, to third parties, including creditors and other parties doing business with the School, regarding (i) the School's compliance with its reporting obligations and other obligations hereunder or under applicable law, (ii) the status of the School's charter, and (iii) any disciplinary action that has been taken, including the existence of any Corrective Action Plan and the School's compliance with the requirements thereof.

SECTION 12: MISCELLANEOUS PROVISIONS

A. Impossibility

Neither party shall be in default of this Charter, if the performance of any or all of this Charter is prevented, delayed, hindered or otherwise made impracticable or impossible by

reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

B. Drug Free Workplace

The School shall be a drug-free workplace, as provided by State and Federal law.

C. Entire Agreement

This Charter shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings, and agreements whether written or oral are superseded and replaced by this Charter. This Charter may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual written consent of the parties. Any amendment to this Charter shall require approval of the School Board and the Governing Board.

D. No Assignment without Consent

This Charter shall not be assigned by either party without mutual written consent.

E. No Waiver

No waiver of any provision of this Charter shall be deemed or shall constitute a waiver of any other provision unless expressly stated. The failure of either party to insist in any one or more instances upon the strict performance of any one or more of the provisions of this Charter shall not be construed as a waiver or relinquishment of said term or provision, and the same shall continue in full force and effect. No waiver or relinquishment to any provision of this Charter shall be deemed to have been made by either party unless in writing and signed by the parties.

F. Default Including Opportunity to Cure

In the event that the School should default under any provision hereto, absent any circumstance permitting immediate termination, the School shall have thirty (30) days from written notice of default to cure, unless otherwise agreed to by the parties in writing.

G. Survival Including Post Termination of Charter.

All representations and warranties made herein shall survive termination of this Charter.

H. Severability

If any provision or any part of this Charter is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Charter and all such provisions shall remain in full force and effect.

I. Third Party Beneficiary

This Charter is not intended to create any rights in a third-party beneficiary.

J. Choice of Laws, Jurisdiction and Venue of Disputes and Waiver of Jury Trial

This Charter is made and entered into in the County and shall be interpreted according to the laws of the State. The exclusive jurisdiction and venue for any litigation between the parties arising out of or related to this Charter, shall be the Circuit Court, the County Court in and for the County, or the appropriate appellate or federal court, except as otherwise provided for resolution of disputes pursuant to Section 1002.22(7)(b), Florida Statutes. The parties forever waive the right to trial by jury for any and all litigation between the parties arising out of or related to this Charter. The parties agree to have any such dispute settled by a judge alone, without a jury.

K. Notice

Official correspondence between the School and the District shall be in writing, and signed by an officer of the Governing Board or the Principal of the School, and sent postage prepaid by United States mail or as otherwise indicated below, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time. Every notice, approval, consent or other communication authorized or required by this Charter shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or such other address as either party may designate by notice from time to time in accordance herewith:

Other Accepted Methods of Correspondence: Electronic Mail between the School and the Sponsor, and/or BPS Courier Service between the School and the Sponsor.

As to the Sponsor:

Brevard Public Schools
Attention: Leading and Learning – Open Enrollment
2700 Judge Fran Jamieson Way
Viera, FL 32940

With copy to:

Brevard Public Schools
Attention: Office of Legal Services
2700 Judge Fran Jamieson Way
Viera, FL 32940

As to the School:

Florida High School for Accelerated Learning – Brevard, Inc.

Attn: Governing Board President

c/o Angela Whitford-Narine

ALS Education

5850 T. G. Lee Blvd., Suite 345

Orlando, FL 32822.

With copy to:

John Hearn, Esq.

1001 NW 119th Ave.

Coral Springs, FL 33071

With a copy via email, for informational purposes only to the School Leader.

Each of the persons executing this Charter represents and warrants that he/she has the full power and authority to execute the Charter on behalf of the party for whom he or she signs and that he or she enters into this Charter of his or her own free will and accord and in accordance with his or her own judgment, and after consulting with anyone of his or her own choosing, including but not limited to his or her attorney.

L. Conflict between Charter and Florida Law

In any case where this charter conflicts with Florida law, the terms of the applicable Florida Statute, State Board Rule, or case law will control over the Charter.

M. Conflict/Dispute Resolution

Subject to the applicable provisions of section 1002.33, Florida Statutes, as amended from time to time, all disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process, unless otherwise directed or provided for in the aforementioned statute. Nothing herein shall be construed to limit the Sponsor's ability to immediately terminate this Charter in accordance with section 1002.33(8)(d), Florida Statutes. It is anticipated that a continuing policy of open communication between the Sponsor and the School will prevent the need for implementing a conflict/dispute resolution procedure.

The following dispute resolution process not otherwise pre-empted by section 1002.33, Florida Statutes, shall be equally applicable to both parties to this Charter in the event of a

dispute. All disagreements and disputes relating to or arising out of this Charter which the parties are unable to resolve informally, may be resolved according to the following dispute resolution process:

Step 1 -- The persons having responsibility for implementing this Charter for the grieving party will write to the other party to identify the problem, propose action to correct the problem and explain reasons for the proposed action.

Step 2 -- The person having responsibility for implementing this Charter for the other party will respond in writing within fifteen (15) calendar days, accepting the proposed action or offering alternative solution(s) to the problem. A meeting of representatives of the parties may be held to reach agreement on the solution and subsequent action.

Step 3 -- Upon resolution of the problem, the responsible personnel from both parties will develop a joint written explanation indicating the resolution. This document will be retained with this Charter. If an amendment to the Charter is necessary, the amendment will be submitted for action by both parties.

Step 4 -- If efforts at agreement within a reasonable time are unsuccessful, the parties may have recourse to their available legal remedies, including, without limitation, mediation through the FDOE or those additional remedies set forth in section 1002.33(6)(h), Florida Statutes.

N. Citations

Whenever a Florida Statute or State Board of Education Rule is referenced in this Charter, it shall be construed to mean the statute or rule in effect on the effective date of this Charter, and as it is amended from time to time.

School Board policies will not control this Charter or be incorporated herein absent written consent of the Governing Board, as provided by Florida law, unless the School agreed to such policies in the approved Application or otherwise agreed to by the Governing Board in writing.

If the Sponsor subsequently amends any agreed-upon Sponsor policy the version of the policy in effect at the time of the execution of the charter, or any subsequent modification thereof, shall remain in effect and the Sponsor may not hold the charter school responsible for any provision of a newly revised policy unless the revised policy is mutually agreed upon.

Upon the Sponsor's revision of a mutually agreed upon Sponsor policy, the Sponsor shall provide written notification to the School and Governing Board. The written notification shall include the revised policy and shall allow the Governing Board 45 days to reject the revised policy. If the Governing Board does not provide written notice of its rejection of the policy, the revised policy is deemed accepted by the Governing Board. If the Governing Board rejects the revised policy it shall remain bound by the policy as it existed at the time the Governing Board agreed to it.

O. Interpretation

The headings in the Charter are for convenience and reference only and in no way define, limit or describe the scope of the Charter and shall not be considered in the interpretation of the Charter or any provision hereof. This Charter is the product of negotiation between the parties and therefore the terms of this Charter shall not be construed against either party as the drafter.

APPENDICES

1. The Application
2. Governance Documents
3. Management Contract (if applicable)

IN WITNESS WHEREOF, the parties have caused this Charter School Charter to be executed by their duly authorized agents, the day and year first above written:

FLORIDA HIGH SCHOOL FOR ACCELERATED LEARNING -BREVARD, INC.

By: _____

Ron Goss, Board President

ATTESTED:

Judy Blanchard, Governing Board Secretary

THE SCHOOL BOARD OF BREVARD COUNTY, FLORIDA

By: _____

Misty Belford, Governing Board Chairperson

ATTESTED:

By: _____

Dr. Mark Mullins, Superintendent